

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAY JALA, LLC,

Plaintiff,

v.

DDG CONSTRUCTION, INC.,

Defendant.

CIVIL ACTION
NO. 15-3948

ORDER

AND NOW, this 1st day of November, 2016, upon consideration of Defendant's Motion for Partial Summary Judgment (Doc. #28) and all supporting and opposing papers, it is hereby **ORDERED** that the Motion is **GRANTED IN PART AND DENIED IN PART**. As more fully explained in the accompanying memorandum opinion:

1. The "Project Completion Fee by Owner" constitutes direct damage and is not waived by contract.
2. The "Loss of Income" request has been dropped by Plaintiff, but is also barred by the contractual waiver of consequential damages.
3. The costs of "Insurance" are consequential and barred by the contractual waiver.
4. The "Advertising Expenses" are consequential and barred by the contractual waiver.
5. The costs of "Furniture, Fixtures and Equipment (FFE) and Interest Paid" are consequential and barred by the contractual waiver.

6. The “Bank Interest” constitutes direct damage and is not waived by contract.
7. The cost of “Utilities paid from January 23, 2015 until May 15, 2015” constitutes direct damage and is not waived by contract.

BY THE COURT:

/s/ Jeffrey L. Schmehl
Jeffrey L. Schmehl, J.